

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK



This form is an important legal document that affects your legal rights. It explains the risks you are assuming by participating in an exercise/training program. It is critical that you read and understand this form completely before becoming a participant in this program. After you have read this form, please print your name legibly and sign in the spaces provided at the bottom.

RELEASE OF LIABILITY

I _____, (hereinafter referred to as "Participant") have volunteered to participate in an athletic program and training under the direction of **QB1 SPORTS, LLC DBA "QB1 SPORTS"** which will include, but is not limited to, aerobic and physical exercise.

I, the participant, assume that (1) **QB1 SPORTS** or its respective agents, assigns, independent contractors, employees and volunteers have **NOT** inspected the equipment; (2) I, the participant, am solely responsible for inspecting the condition of the equipment AND of the areas in which workouts will be conducted. In consideration of this agreement for **QB1 SPORTS** to instruct, assist and train me, I do hereby forever release, discharge and hold harmless **QB1 SPORTS** and its respective agents, assigns, independent contractors, employees and volunteers from any and all claims, demands, damages, rights of action or causes of action resulting from or connected with any injury that I sustain as a result of any defect, whether latent or apparent, in the design or condition of the equipment and the condition of the area, regardless of cause or fault as a result of participant's voluntary decision to participate in the training. This includes, but is not limited to claims for personal injuries, property damage, wrongful death and survival action, whether present or future, arising out of or connected with my participation in this or any exercise program. I will refuse to participate in any workout until all unsafe conditions have been remedied. I agree to wear appropriate safety equipment, as established by industry standards and common safety practices during all workouts.

I understand and agree that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications, and as such the provisions of this release are declared severable. This waiver and release of liability includes, without limitation, injuries or death which may occur as a result of (1) equipment that may malfunction or break; (2) any slipping or falling; (3) any improper maintenance of equipment or workout area; (4) any hazardous condition that may exist in the specific workout area and/or the surrounding property; and (5) **QB1 SPORTS's** negligent instruction or supervision.

ASSUMPTION OF THE RISK

I _____, the Participant, understand that I am **Assuming All Risks** inherent in **QB1 SPORTS** activities, whether known, obvious, unknown, latent or apparent, and that by signing this Liability Release and Waiver, I am giving up my right to sue **QB1 SPORTS** and/or any of its respective agents, assigns, independent contractors, employees and volunteers from any and all claims, demands, damages, rights of action or causes of action **BASED ON THE NEGLIGENCE OF QB1 SPORTS AND/OR ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, SERVANTS, EMPLOYEES OR VOLUNTEERS.**

I recognize that exercise might be difficult and strenuous and that there could be dangers inherent in exercise for some participants. I acknowledge that the possibility of certain unusual physical changes during exercise does exist, including but not limited to, changes in blood pressure, fainting, disorders in heartbeat, heart attack, and in rare instances death. I understand that as a result of my participation in an exercise program, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. I acknowledge that an examination by a physician should be obtained by ALL participants prior to involvement in any exercise program. If I have chosen not to obtain a physician's permission prior to beginning this exercise program with **QB1 SPORTS**, I hereby agree that I am doing so at my own risk. I am covered by medical insurance, individually or as part of any organization. In any event, I acknowledge and agree that I assume all risks associated with any and all activities and/or exercises in which I participate.

I acknowledge and agree that no warranties, representations or guarantees have been made to me regarding the results I will achieve from this program and understand that results are individual based and may vary.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST QB1 SPORTS AND/OR ANY OF ITS PARTNERS, OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, SERVANTS, EMPLOYEES OR VOLUNTEERS.

PARTICIPANT's NAME (print) AGE DATE

PARTICIPANT's SIGNATURE LEGAL GUARDIAN's SIGNATURE RELATIONSHIP

QB1 SPORTS, LLC
DBA "SKILLS REHAB"

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movin' the chains

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